

Certificate of Notice Page 1 of 5
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
 Betzaida Cartagena
 Debtor

Case No. 17-18128-elf
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Virginia
 Form ID: pdf900

Page 1 of 1
 Total Noticed: 1

Date Rcvd: Mar 20, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 22, 2019.

db +Betzaida Cartagena, 4304 Comly Street, Philadelphia, PA 19135-3906

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 22, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 20, 2019 at the address(es) listed below:

KEVIN G. MCDONALD on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com
 MATTEO SAMUEL WEINER on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com
 MICHAEL A. CATALDO2 on behalf of Debtor Betzaida Cartagena ecf@ccpclaw.com,
 igotnotices@ccpclaw.com
 MICHAEL A. CIBIK2 on behalf of Debtor Betzaida Cartagena ecf@ccpclaw.com,
 igotnotices@ccpclaw.com
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov
 WILLIAM C. MILLER, Esq. ecfemails@phl13trustee.com, philaecf@gmail.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| | | |
|------------------------|----------------|-----------------------|
| Betzaida Cartagena | <u>Debtor</u> | CHAPTER 13 |
| MIDFIRST BANK | <u>Movant</u> | NO. 17-18128 ELF |
| vs. | | |
| Betzaida Cartagena | <u>Debtor</u> | 11 U.S.C. Section 362 |
| William C. Miller Esq. | <u>Trustee</u> | |

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,704.90**, which breaks down as follows;

| | |
|------------------------------------|--|
| Post-Petition Payments: | November 2018 to February 2019 at \$512.81/month |
| Suspense Balance: | \$377.34 |
| Fees & Costs Relating to Motion: | \$1,031.00 |
| Total Post-Petition Arrears | \$2,704.90 |

2. The Debtor(s) shall cure said arrearages in the following manner;
 - a). Beginning on March 1, 2019 and continuing through August 1, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$512.81** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$450.82 from March 2019 to July 2019 and \$450.80 for August 2019** towards the arrearages on or before the last day of each month at the address below;

MIDLAND MORTGAGE
999 N.W. Grand Boulevard, Suite 100
Oklahoma City, OK 73118-6116

- b). Maintenance of current monthly mortgage payments to the Movant thereafter.

02/11/2019 10:45

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OFFICEMAX 359

PAGE 01/01

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 6, 2019

By: /s/ Kevin G. McDonald, Esquire
Attorney for Movant

Date:

2/11/19


Michael A. Catullo, Esquire
Attorney for Debtor

Date:

2/11/19


William C. Miller, Esquire
Chapter 13 Trustee

2/19/2019


Debtors

NO OBJECTION
without prejudice to any
trustee rights or remedies.

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By: /s/ Kevin G. McDonald, Esquire
Attorney for Movant

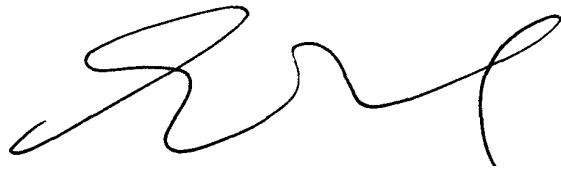
Date: _____

Michael A. Cataldo, Esquire
Attorney for Debtor

Date: _____

William C. Miller, Esquire
Chapter 13 Trustee

Approved by the Court this 20th day of March, 2019. However, the court
retains discretion regarding entry of any further order.



ERIC L. FRANK
U.S. BANKRUPTCY JUDGE